

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
Z-TEL COMMUNICATIONS, INC.**

This Amendment to the Interconnection Agreement (the "Amendment") is dated as of _____, 2005, by and between Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin ("SBC Wisconsin") and Trinsic Communications, Inc. (f/k/a Z-Tel Communications, Inc.), with its principal offices at 601 South Harbour Island Blvd., Suite 220, Tampa, Florida 33602 ("Trinsic").

WHEREAS, SBC Wisconsin and Z-Tel Communications, Inc. ("Z-Tel") are the parties to that certain Interconnection Agreement dated as of April 24, 2003 (the "Agreement"); and

WHEREAS, Z-Tel has changed its name to "Trinsic Communications, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and Trinsic hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Z-Tel Communications, Inc." to "Trinsic Communications, Inc."
2. SBC Wisconsin shall reflect that name change from "Z-Tel Communications, Inc." to "Trinsic Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Z-Tel. SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Wisconsin's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Trinsic affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Z-Tel with SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Trinsic shall operate with SBC Wisconsin under the "Trinsic Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Trinsic, and labeling (including re-labeling) equipment and facilities with Trinsic.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
6. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including,

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), now operates under the name "SBC Wisconsin" pursuant to an assumed name filing with the State of Wisconsin, and is an indirect, wholly-owned subsidiary of SBC Communications Inc. .

without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement.

7. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Trinsic Communications, Inc.

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For*/Senior Vice President-
Industry Markets and Diversified Businesses

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____